

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Societe Generale		04/25/2012	CORPORATION: NEW YORK
RECEIVING PARTY DATA			
Name:	Macquarie US Trading LLC		
Street Address:	125 West 55 Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 6			
Property Type	Number	Word Mark	
Registration Number:	1784169	CLASSICWARE	
Registration Number:	2116122	FROM CONCEPT TO COMPLETION	
Registration Number:	2552933	PARTY CHOICE	
Registration Number:	1898984	WE BRING MORE TO THE TABLE	
Registration Number:	2002633	CATERLINE	
Registration Number:	2015090	CATERLINE	
CORRESPONDENCE DATA			
Fax Number:	2156562498		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	(215)656-3309		
Email:	pto.phil@dlapiper.com		
Correspondent Name:	IP Group of DLA Piper LLP (US)		
Address Line 1:	1650 Market Street, Suite 4900		
Address Line 2:	One Liberty Place		
Address Line 4:	Philadelphia, PENNSYLVANIA 19103		

CH \$165.00 1784169

TRADEMARK

NAME OF SUBMITTER:	Darius C. Gambino
Signature:	/darius c. gambino/
Date:	04/27/2012
<p>Total Attachments: 14</p> <p>source=Assignment Agreement (Trademark)#page1.tif source=Assignment Agreement (Trademark)#page2.tif source=Assignment Agreement (Trademark)#page3.tif source=Assignment Agreement (Trademark)#page4.tif source=Assignment Agreement (Trademark)#page5.tif source=Assignment Agreement (Trademark)#page6.tif source=Assignment Agreement (Trademark)#page7.tif source=Assignment Agreement (Trademark)#page8.tif source=Assignment Agreement (Trademark)#page9.tif source=Assignment Agreement (Trademark)#page10.tif source=Assignment Agreement (Trademark)#page11.tif source=Assignment Agreement (Trademark)#page12.tif source=Assignment Agreement (Trademark)#page13.tif source=Assignment Agreement (Trademark)#page14.tif</p>	

ASSIGNMENT AGREEMENT

This ASSIGNMENT AGREEMENT (this "**Assignment**") is dated as of April 25, 2012 and is entered into by and between Société Générale, as existing Administrative Agent and Collateral Agent for certain secured parties (the "**Existing Agent**") and Macquarie US Trading LLC, as successor Administrative Agent and Collateral Agent for such secured parties (the "**Successor Agent**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Security Agreement (as defined below) or the Trademark Security Agreement (as defined below), as applicable.

WHEREAS, Waddington North America, Inc., a Massachusetts corporation (the "**Grantor**") pledged, assigned, transferred and granted to the Existing Agent, for its benefit and for the benefit of certain secured parties, a continuing security interest in and lien on all of its right, title and interest in, to and under all Trademarks listed in Schedule 1 attached hereto (and the goodwill associated therewith), whether now owned or existing or hereafter acquired or arising and wherever located pursuant to (i) that certain US Security Agreement dated as of August 28, 2007 among Waddington North America, Inc., a Massachusetts corporation, WNA Holdings Inc., a Delaware corporation, Wildcat Acquisition Corp., a Delaware corporation, WNA Holding Company, a Delaware corporation (collectively, the "**Borrowers**") and the Existing Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Security Agreement**") and (ii) that certain Grant of Trademark Security Interest dated as of August 28, 2007 between the Grantor and the Existing Agent (as amended, restated, supplemented or otherwise modified from time to time, the "**Trademark Security Agreement**"), which is attached hereto as Schedule 2;

WHEREAS, on January 4, 2012, the Existing Agent provided written notice to the Borrowers and the First Lien Lenders of its resignation as Administrative Agent, Collateral Agent and all other Agents (each such capacity as defined in the First Lien Credit Agreement) for the First Lien Lenders under the First Lien Loan Documents pursuant to and in accordance with Section 9.5(a) of the First Lien Credit Agreement;

WHEREAS, pursuant to that certain Resignation and Appointment Agreement and Amendment No. 3 to First Lien Credit Agreement, dated as of April 25, 2012, Successor Agent has been appointed as successor Administrative Agent, Collateral Agent and all other Agents (each such capacity as defined in the First Lien Credit Agreement) for the First Lien Lenders under the First Lien Loan Documents pursuant to and in accordance with Section 9.5(a) of the First Lien Credit Agreement;

WHEREAS, on January 4, 2012, the Existing Agent provided written notice to the Borrowers and the Second Lien Lenders of its resignation as Administrative Agent, Collateral Agent and all other

Agents (each such capacity as defined in the Second Lien Credit Agreement) for the Second Lien Lenders under the Second Lien Loan Documents pursuant to and in accordance with Section 9.5(a) of the Second Lien Credit Agreement;

WHEREAS, pursuant to that certain Resignation and Appointment Agreement and Amendment No. 3 to Second Lien Credit Agreement, dated as of April 25, 2012, Successor Agent has been appointed as successor Administrative Agent, Collateral Agent and all other Agents (each such capacity as defined in the Second Lien Credit Agreement) for the Second Lien Lenders under the Second Lien Loan Documents pursuant to and in accordance with Section 9.5(a) of the Second Lien Credit Agreement;

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each of the parties hereby agree as follows:

Existing Agent hereby irrevocably assigns to Successor Agent without recourse, and Successor Agent hereby assumes from Existing Agent, as of the date hereof, all of Existing Agent's rights, powers, discretion, privileges, duties and obligations under the Security Agreement and the Trademark Security Agreement, including with respect to the Trademark Collateral (as defined in the Trademark Security Agreement).

From and after the date hereof, (a) Successor Agent shall be a party to the Trademark Security Agreement and, to the extent provided in this Assignment, have the rights, powers, discretion, privileges, duties and obligations of the "Secured Party" thereunder and shall be bound by the provisions thereof and (b) Existing Agent shall, to the extent provided in this Assignment, relinquish its rights, powers, discretion and privileges and be released from its duties and obligations under the Trademark Security Agreement.

Following the execution of this Assignment, it will be delivered to Successor Agent for recording by Successor with the United States Patent and Trademark Office pursuant to the Security Agreement.

This Assignment shall be governed by and construed in accordance with the laws of the State of New York without regard to conflicts of law principals.

This Assignment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

The Existing Security Agent and Successor Security Agent have caused this Assignment to be duly executed and authorized as of the date hereof.

Existing Security Agent:

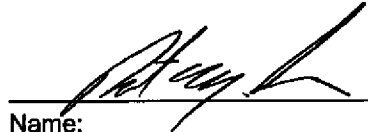
SOCIÉTÉ GÉNÉRALE

By: 
Name: EDWARD J. GRIMM
Title: DIRECTOR

Successor Security Agent:

MACQUARIE US TRADING LLC

By: _____

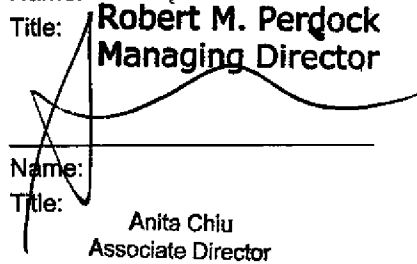


Name:

Title:

**Robert M. Perdock
Managing Director**

By: _____



Name:

Title:

**Anita Chiu
Associate Director**

ACKNOWLEDGED AND AGREED:

WADDINGTON NORTH AMERICA, INC.

By:



Name: Michael J. Christopher

Title: *Off*

Schedule 1

Trademarks

See Attached.

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

Trademarks

Owner	Trademark	Trademark Registration No.	Registration Date	Jurisdiction
Waddington North America Inc.	Classicware	1,784,169	07/27/1993	US
Waddington North America Inc.	Classicware (Canada)	TMA503432	11/2/1998	Canada
Waddington North America Inc.	Classicware (Mexico)	496,990	01/07/1994	Mexico
Waddington North America Inc.	From Concept to Completion	2,116,122	11/25/1997	US
Waddington North America Inc.	Party Choice	2,552,933	03/26/2002	US
Waddington North America Inc.	Stax	2,035,637	02/04/1997	US
Waddington North America Inc.	We Bring More to the Table	1,898,984	06/13/1995	US
Waddington North America Inc.	CATERLINE	2,002,633	09/24/1996	US
Waddington North America Inc.	CATERLINE	2,015,090	11/12/1996	US
Waddington North America, Inc.	DUAL HEAT	1,448,560	07/21/1987	US

Schedule 2
Trademark Security Agreement

See Attached.

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Waddington North America, Inc., a Massachusetts corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, Grantor, WNA Holdings, Inc., a Delaware corporation ("**Holdings**"), Wildcat Acquisition Corp., a Delaware corporation ("**US Acquisition Co**"), WNA Holding Company, a Delaware corporation ("**WNA Holdings**"), 4411706 Canada Inc., a corporation organized under the laws of Canada ("**CA Acquisition Co**") and Polar Plastic Ltd., a corporation organized under the laws of Canada ("**CA Borrower**"), have entered into a First Lien Credit Agreement dated as of August 28, 2007 (said First Lien Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**First Lien Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the First Lien Credit Agreement from time to time, the "**First Lien Lenders**"), and Société Générale, as Administrative Agent for the First Lien Lenders (in such capacity, "**First Lien Secured Party**") pursuant to which First Lien Lenders have made certain commitments, subject to the terms and conditions set forth in the First Lien Credit Agreement, to extend certain credit facilities to Grantor, US Acquisition Co, WNA Holdings, CA Acquisition Co and CA Borrower; and

WHEREAS, Grantor, Holdings, WNA Holdings and US Acquisition Co have entered into a Second Lien Credit Agreement dated as of August 28, 2007 (said Second Lien Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Second Lien Credit Agreement**", and together with the First Lien Credit Agreement, the "**Facility Agreements**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Second Lien Credit Agreement from time to time, the "**Second Lien Lenders**", and together with the First Lien Lenders, the "**Lenders**"), and Société Générale, as Administrative Agent for the Second Lien Lenders (in such capacity, "**Second Lien Secured Party**", and together with the First Lien Secured Party, the "**Secured Party**") pursuant to which Second Lien Lenders have made certain commitments, subject to the terms and conditions set forth in the Second Lien Credit Agreement, to extend certain credit facilities to Grantor, WNA Holdings and US Acquisition Co; and

WHEREAS, Grantor may from time to time enter, or may from time to time have entered, into one or more Hedge Agreements (collectively, the "**Lender Hedge Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Hedge Agreements are entered into or thereafter Lenders or Affiliates of a Lender and are designated by Grantor to be secured by the Collateral Documents as defined in the First

Lien Credit Agreement (in such capacity, collectively, the "**Hedge Agreement Counterparties**") in accordance with the terms of the Facility Agreements, and it is desired that the obligations of Grantor under the Lender Hedge Agreements, including, without limitation, the obligation of Grantor to make payments thereunder in the event of *early termination thereof*, together with all obligations of Grantor under the Facility Agreements and the other Loan Documents as defined in the First Lien Credit Agreement, the "**First Lien Loan Documents**" and the other Loan Documents as defined in the Second Lien Credit Agreement, the "**Second Lien Loan Documents**", and together with the First Lien Loan Documents, collectively, the "**Loan Documents**", be secured hereunder; and

WHEREAS, Grantor has executed and delivered that certain Guaranty dated as of August 28, 2007 (said Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Hedge Agreement Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Grantor under the Facility Agreements and the other Loan Documents and all obligations of Grantor under the Lender Hedge Agreements, including, without limitation, the obligation of Grantor to make payments thereunder in the event of *early termination thereof*; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of August 28, 2007 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, amended and restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

- (a) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all United States trademarks, service marks, designs, logos, trade names, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on **Schedule A** annexed hereto) (collectively, the "**Trademarks**"), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (except for any

applications for Trademarks filed pursuant to 15 U.S.C. §1051(b)) (including, without limitation, the registrations and applications set forth on **Schedule A** annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof *and in foreign countries*, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

- (b) all proceeds of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term "**proceeds**" shall have the meaning given to such term in the Uniform Commercial Code, as it exists on the date hereof or as it may hereafter be amended, in the State of New York.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the ___ day of August, 2007.

WADDINGTON NORTH AMERICA, INC.

By: 

Name:

M.G. EVANS.

Title:

PRESIDENT + CEO .

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

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